

**AFFIDAVIT OF NON-PRODUCTION
AND NON-PAYMENT OF BONUS AND RENTALS**

STATE OF West Virginia

COUNTY OF Marshall TO-WIT:

Kathryn Kinsey, the undersigned, who after being duly sworn deposes and say:

1. That the above named are the owner(s) of 1/6 of the oil, gas in or under said lands. Described as follow, 103.72 acres, more or less in Liberty District, Marshall County, West Virginia.
2. That the Affiant further states that affiant is advised that the Records in the Recorder's Office indicate that the above described premises were leased for oil and gas purposes as follows:
 1. Oil and Gas Lease from W.T. Hoge, Exr. and Divisee of Isaac Hoge, dec'd to J.M. Guffey & Company, dated 10/23/1885 and recorded in Deed Book 30, Page 241. Term is 20 years and so much longer as oil and gas is produced in paying quantities.
 2. Oil and Gas Lease from William Riggs to S.H. Vanderfrift, dated 7/28/1894 and recorded in Deed Book 43, Page 535. Term is 5 years and so much longer as oil and gas is produced in paying quantities.
 3. Oil and Gas Lease from William Riggs to C.J. Ford, dated 5/10/1895 and recorded in Deed Book 49, Page 270. Term is 5 years and so much longer as oil and gas is produced in paying quantities.
 4. Oil and Gas Lease from William Riggs and Martha Riggs to T.L. Davis, dated 6/22/1897 and recorded in Deed Book 56, Page 79. Term is 5 years and so much longer as oil and gas is produced in paying quantities.
 5. Oil and Gas Lease from William Riggs and Martha Riggs to T.L. Davis, dated 12/22/1898 and recorded in Deed Book 67, Page 131. Term is 10 years and so much longer as oil and gas is produced in paying quantities.
 6. Oil and Gas Lease from J.N. Riggs to The Wheeling Natural Gas Company, dated 8/20/1908 and recorded in Deed Book 130, Page 277. Term is 5 years and so much longer as oil and gas is produced in paying quantities.

Affiant further states that Affiant has received no delay rentals or royalties under said Lease(s) and that Affiant would refuse to accept payment of delay rentals or royalties under said Lease(s) if they were offered.

3. That the Affiant further states that there are no producing wells on the land in the Lease(s) as above referenced to and that said Lease(s) are null and void.

Further affiant saith not.

DATED December 3, 2010.

WITNESS: Jan Pest
MARSHALL County 10:26:23 AM
Instrument No 1297247
Date Recorded 12/21/2010
Document Type O&G
Pages Recorded 3
Book-Page 718-267
Recording Fee \$5.00
Additional \$6.00

AFFIANT:

Kathryn Kinsey

INDIVIDUAL ACKNOWLEDGMENT

STATE OF West Virginia)

) SS:

COUNTY OF Marshall)

On this, the 3rd day of December 2010, before me, the undersigned officer, personally appeared Kathryn Kinsey, known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: April 14, 2018Notary Public Gerald Ernest PooleName/Notary Public (print) Gerald Ernest Poole

Recorders Return to Cheasapeake Appalachia, L.L.C., Land Dept., P.O. Box 18496, Oklahoma City, OK 73154-0496.

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 3rd day of December, 2010, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 21st day of December, 2010 at 10:26 o'clock A-M.

TESTE: Jan Pest Clerk.

VOID PAGE